

Marengo Police Department

Teamsters #238 (Police) 7/1/2006 6/30/2008

AGREEMENT

THIS AGREEMENT is executed by the CITY OF MARENGO, IOWA, hereinafter called "Employer", and the CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called "Union".

ARTICLE 1 RECOGNITION

Section 1.1

The City agrees to acknowledge that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 4756, for those employees as listed below:

INCLUDED: All regular full-time police officers and public service employees including supervisors and secretaries.

EXCLUDED: All elected officials, Chief of Police and officials as excluded by the Act.

ARTICLE 2 DEFINITIONS

Section 2.1

All employees who are employed to work forty (40) hours per week or more and on a regular continuing basis the year around, shall be designated as full-time employees. All other employees (Reserve Officers) shall not receive any labor contract provisions. All policies and benefits herein contained, including insurance, vacation time, sick leave time and other benefits, shall apply only to full-time employees. Regular part-time employees shall receive no health care benefits but all other benefits shall be on a pro-rated basis based on number of hours worked.

Section 2.2

"The Act" means the Iowa Public Employment Relations Act, chapter 20 the Iowa Code (1991), as amended from time to time.

Section 2.3

The City Administrator shall direct the public service employee work force through the Director of Public Works.

ARTICLE 3 SEPARABILITY AND SAVINGS

Section 3.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4 NON-DISCRIMINATION IN EMPLOYMENT

Section 4.1

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable.

Section 4.2

Wherever this Agreement refers to the male gender, it shall also mean the female gender.

ARTICLE 5 EMPLOYER RIGHTS

Section 5.1

The Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive powers, duty, and right to: Direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend, or discharge employees; to develop and enforce rules for employee discipline, maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; assign overtime work; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify, and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 6 UNION RIGHTS AND RESPONSIBILITIES

Section 6.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

Section 6.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

ARTICLE 7 CHECK OFF

Section 7.1

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Section 7.2

The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Union or to such other organization as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. Deductions shall be at the employee's written request and may be terminated with 30 days written advance notice.

Section 7.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 8 UNION REPRESENTATIVES

Section 8.1

Authorized representatives of the Union, upon notice given to the department supervisors, may visit the City Hall job site or Public Works Building and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the department supervisor. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his assignment for this purpose. The time spent in conference shall be without pay.

Section 8.2

Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by the employee or his representative, time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

ARTICLE 9 STEWARDS

Section 9.1

The Employer recognizes the right of the Union to designate one steward and one alternate steward from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time.

Section 9.2

A steward is expected to contact other employees regarding grievances at shift change unless he secures prior permission from the Mayor, Chief of Police or City Administrator.

Section 9.3

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) the investigation and presentation of grievances with his employer or designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) the transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information,
 - (1) have been reduced to writing, and
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

Section 9.4

The time spent by the steward and the employee under Article 9.2 and Article 9.3 shall be without pay.

ARTICLE 10 NO STRIKE

Section 10.1

The Union and employees agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act.

ARTICLE 11 GRIEVANCE PROCEDURE AND ARBITRATION

Section 11.1 Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

Section 11.2 First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor.

Section 11.3 Second Step

If the grievance is not resolved satisfactorily on Step One, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the Mayor and the City Administrator. The Mayor and the City Administrator will meet with the Union at its next regularly scheduled meeting and attempt to resolve the grievance. All written grievances shall state the article and section of the agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible, the name(s) of all employees for whom the grievance is being filed. Grievances shall be filed with the City Administrator.

Section 11.4 Third Step

- (a) If the grievance is not resolved satisfactorily in Step Two, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step Two answer is given or due. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.

- (b) The grievant and his Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- (c) The parties shall strike names from the panel. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator, regarding a grievance on the contract under which the grievance was filed, shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- (d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provision of this Agreement to the settlement of issues and grievances arising hereunder.
- (e) Each party shall bear its own cost and expense of the arbitration proceedings, excluding the fee of the arbitrator, which shall be shared equally by the Employer and the Union.

Section 11.5

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, or the Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

Section 11.6

The Union's decision to arbitrate shall be authorized by the Local Union Executive Board or its Business Agent.

ARTICLE 12 IMPASSE PROCEDURE

Section 12.1

The statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

ARTICLE 13 SENIORITY

Section 13.1

Seniority means an employee's length of regular full-time continuous service with the Employer since his or her last date of hire.

Section 13.2

A police officer certified under applicable State regulations on the date of hire shall serve a probationary period of ninety (90) days. A police officer not certified on the date of hire shall serve a probationary period of one (1) year. Upon completion of the probationary period, the officer shall be put on the seniority list with seniority determined from the last date of hire. An employee may be terminated during the probationary period for any reason and without recourse to the grievance procedure contained in this Agreement. The probationary provisions of this section shall apply to all persons hired as full time police officers, whether or not they may have been former employees of the City, unless they became police officers as a result of a transfer from another employment position with the City without a break in employment tenure.

Section 13.3

The probationary period shall not qualify the employee for any of the employee's benefits. Except for a police officer that has to serve a longer probationary period they shall qualify for health insurance after 90 days.

Section 13.4

In the event it becomes necessary to reduce the work force, probationary employees and reserve officers shall be laid off before regular employees. Employees will be selected for layoff and recall based on ability and skill to perform the available work. If the Employer determines that ability and skill are equal, seniority shall govern.

Section 13.5

An employee shall lose his or her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
- (d) Three (3) consecutive days of absence without notice to Employer.
- (e) Failure to report to work at the end of leave of absence.
- (f) Failure to report to work within seven (7) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceed twelve (12) months or the employee's length of service, whichever is lesser.
- (h) Employee retires.

Section 13.6

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

Section 13.7

After the first consecutive twelve (12) weeks of unpaid leave of absence, seniority shall not accumulate.

Section 13.8

Newly hired public service employees shall serve a ninety (90) day probationary period in the event a part-time employee is hired for full-time employment by the City the time served as part-time shall count towards the ninety (90) day probationary period.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1

The workweek shall run from 11:01 PM Sunday through 11:00 PM the following Sunday evening.

Section 14.2

Each shift includes a thirty (30) minute paid lunch break and two (2) fifteen (15) minute paid rest breaks. For Public Service employees there shall be a thirty (30) minute unpaid lunch break. The office in city hall shall have a one (1) hour unpaid lunch break.

Section 14.3

The Police Chief may adjust the shifts and hours as needed for the Police Department. The City Administrator may adjust the shifts and hours of other offices as needed as they deem appropriate. The City reserves the right to send an employee home after 48 hours paid time in a week. Example: If an employee has 32 hours of straight time and 16 hours of overtime the City may send the employee home for the rest of the week. But the employee will be paid for 32 hours straight time and 16 hours of overtime. Overtime shall be paid after eight (8) hours in a day or after eighty (80) hours of work in a pay period. There is to be no pyramiding of overtime.

Section 14.4

There shall be no trading of work assignments except by specific approval of the Police Chief or of the City Administrator. Normal pay period will be eighty (80) hours. Any change of basic hours shall be by written authorization by the Police Chief or by the City Administrator. Notification of any changes in shift hours shall be made five (5) days in advance of change except in case of emergency.

Section 14.5

Any scheduled overtime shall be paid at one and one-half (1 1/2) times the regular rate. Overtime shall be assigned on a rotating basis for all employees who have completed their probationary period.

Section 14.6

The standard payroll shall be bi-weekly with payday on the Friday following the end of the payroll period. The pay period will cover a two (2) consecutive week period.

Section 14.7

Accrual of compensatory time off hours shall not exceed one hundred twenty (120) hours cumulative. Compensatory time off hours must be scheduled during the same fiscal year as the overtime period worked. The employee waives his right to compensatory time off upon notice of termination by either the employee or the City. Earned compensatory time off not utilized will be compensated by wages at the overtime rate. Compensatory time may not be used over forty (40) hours at one time and must be with prior approval of the Police Chief or of the City Administrator.

Section 14.8 Public Service

Public service employees may receive compensatory time off for time actually worked in excess of 80 hours in a pay period at the rate of one and one half (1 1/2) hours for each overtime hour worked. Each employee shall be allowed to accumulate up to eighty (80) hours of compensatory time to be used at a mutually agreed time. Compensatory time shall not accumulate for more than one (1) fiscal year. The Employer shall pay the employee for all unused compensatory time at the end of the fiscal year at the hourly rate at which the compensatory time was earned.

ARTICLE 15 HOLIDAYS

Section 15.1

The following holidays, during which each employee shall receive time off with pay at the employee's regular rate, will be observed by the City of Marengo. If a holiday falls on Saturday, it will be observed on Friday. If it falls on Sunday, it will be observed on Monday. Employees will also be granted two personal days per year, which cannot be carried over from one year to the next. The number of Personal Days a new employee will receive will be prorated and based on the employee's completion date of their probationary period (i.e. employees will be granted 1.333 hours of personal leave per month left in the contract year).

- New Year's Day (January 1)
- Washington's Birthday (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day and day after Thanksgiving (Fourth Thursday and Friday in November)
- ½ Day before Christmas (December 24th)
- Christmas Day (December 25th)
- ½ Day before New Year's (December 31st)

Section 15.2

In the event a holiday falls within an employee's vacation period, he or she shall receive, at the Employer's option, either another day of vacation or pay in lieu thereof.

Section 15.3

Police Department personnel and Public Service employees will be paid time and one-half for holidays actually worked, which pay shall be in addition to holiday pay under section 15.1, except that personal days shall not be considered holidays under this section (a personal day shall be by definition a day off work). Hours worked on a holiday may be taken as compensatory time under section 14.7 in lieu of pay.

ARTICLE 16 VACATION TIME

Section 16.1

All full-time employees shall, subject to the approval of their immediate supervisor as to the time of taking such vacation, be entitled to paid vacations as follows:

One (1) week each calendar year after one (1) full year of employment.

Two (2) weeks each calendar year after two (2) full years of employment.

Three (3) weeks each calendar year after five (5) full years of employment.

Four (4) weeks each calendar year after ten (10) full years of employment.

Five (5) weeks each calendar year after twenty (20) full years of employment.

One week constitutes forty (40) hours.

Section 16.2

Vacation time earned will be determined as of the employee's anniversary date of each year.

Section 16.3

Vacation earned cannot be carried over from one year to the next. The vacation time taken off work will not be unreasonably denied by the Employer.

ARTICLE 17 SICK LEAVE

Section 17.1

All full-time employees shall accrue sick leave at the rate of one (1) day per month.

Sick leave will accrue up to a maximum of ninety (90) days. If an employee as of 7-1-99 has more than 90 days of sick leave accumulated that number of days becomes that employees cap.

Section 17.2

In the event of sickness or off the job injury, the employee shall receive straight time pay at the employee's regular wage rate for each work day that he is sick or unable to work because of sickness or injury to the extent of his earned sick leave credit, but not more than his scheduled hours of work for the week of sick leave benefit at straight time pay in any one week. Sick leave may be taken and deducted in one hour increments.

Section 17.3

Sick leave is in no way to be construed as additional vacation.

- (a) Probationary employees of less than ninety (90) days are not eligible to accrue sick leave. (See Section 13.3)

Section 17.4

- (a) Prompt notification. An employee who is absent on account of sickness or off-the-job injury shall notify his supervisor as early as practical on the first day of sick absence and in advance of his regularly scheduled hour for reporting for work.
- (b) Applications for sick leave that require prior approval shall be accomplished by a doctor's statement as to the seriousness of the illness and approximate time necessary to be off before returning to work.
- (c) The Employer may require substantiating evidence of illness or injury at any time.
- (d) Falsification of any excuses or records or obtaining excuses under false pretenses is cause for termination of employment.
- (e) Examination of the employee pertaining to a serious illness or injury may be charged to sick leave. Other examinations, check-ups, dental appointments, etc., shall be subject to supervisor pre-approval and a minimum of one (1) days notice, appropriate hours of sick leave shall be charged.
- (f) Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than the Employer.
- (g) Absences from work due to a job-related injury entitling the employee to worker's compensation benefits shall not be charged against the employee's sick leave credit unless requested by the employee, but in no event shall the employee receive both sick leave and worker's compensation benefits for the same coverage period.
- (h) Sick leave used may not be made up by working before or after regular scheduled hours.
- (i) Up to forty (40) hours of sick leave per calendar year may be used for

the temporary care of an ill or injured member of an employee's immediate family.

ARTICLE 18 FUNERAL LEAVE

Section 18.1

Employees shall be granted five (5) days funeral leave a year to make arrangements or for attending funerals of the employees choice.

- (a) Pay will be limited to the necessary time lost from the employee's regular schedule, not exceeding a maximum of five (5) working days. Paid days must be contiguous to the day of the funeral.
- (b) An employee on authorized vacation time or sick leave time will not receive an extension of such vacation or sick leave for any purposes provided in this section.
- (c) The employee shall notify his/her immediate supervisor as soon as he or she receives notice of such death and shall then make arrangements with the supervisor for the time the employee will be off to attend said funeral.
- (d) To qualify for any funeral leave pay, the employee must attend the funeral.
- (e) An employee is allowed to take vacation time to serve as a pallbearer.

ARTICLE 19 INSURANCE

Section 19.1

The Employer reserves the right to select any insurance carrier. Should a carrier be changed, the insurance plan affected will remain equal or better than the plan currently in effect.

Section 19.2 Group Health Insurance

The Employer shall pay the full single and dependents coverage for all full-time permanent employees working more than thirty-two hours a week.

Section 19.3 Life Insurance Benefit

Effective July 1, 1992, the Employer will provide and pay for \$25,000 coverage per employee with for life insurance benefits upon completion of the probationary period.

ARTICLE 20 MILITARY LEAVE

Section 20.1

All regular employees entering military service of the United States (whether involuntary and voluntary, including National Guard or Reserves) shall be given leave of absence for the time spent in the service, providing that, within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

Section 20.2

According to Section 29A.28 of the Iowa Code, each regular employee employed by the City for six (6) months or more shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

ARTICLE 21 MILEAGE, UNIFORM AND EQUIPMENT ALLOWANCE

Section 21.1

The City of Marengo will compensate an employee at the current reimbursement rate established by the IRS when the employee is required to provide their own transportation in order to perform their job function. Advance authorization by the City Administrator prior to use of personal vehicle will be required.

SECTION 21.2

All Officers shall be outfitted by the Chief of Police.

SECTION 21.3

The City shall pay for dry cleaning for Officers uniforms with approval of the police chief.

SECTION 21.4 Clothing Allowance Public Service

- \$300 each employee per year
- Blue jeans and blue jean shorts, no cut offs.
- Steel toe shoes or boots
- Orange polo or button down shirts/long or short sleeve with the City of Marengo logo
- Undergarments
- Orange winter jackets or sweat shirts
- Gloves

ARTICLE 22 TRAINING AND EDUCATION

Section 22.1

Training requirements and programs shall be established by the Chief of police or by the City Administrator. Training during regular hours shall be paid for as work assignments, except for Iowa Law Enforcement Academy when they are hired, that officer shall be required to receive certification as a law enforcement officer with the city paying the expenses of the training and shall pay the employees regular wage during the training within one year of hiring by the city. If the officer voluntarily resigns or is terminated for just cause from the Marengo Police Department without having served as a certified police officer for at least 4 years, the employee shall reimburse the city on a prorated base for the Iowa Law Enforcement Academy training expenses. Said expenses shall be reimbursed in accordance to the agreement signed by the mayor and the officer. When any other mandatory training must be taken outside of the city, excluding Iowa Law Enforcement Academy training, the city, shall, as required, pay for or provide transportation, reasonable subsistence, and tuition for training purposes.

Section 22.2

The City shall provide the training fee for re-certification of first responders.

Section 22.3

The Employer will pay an employee's regular rate of pay to an employee involved in training. The employee will be reimbursed for breakfast up to five dollars (\$5.00), lunch only up to seven dollars (\$7.00) and thirteen dollars (\$13.00) for dinner, upon submission of a receipt.

ARTICLE 23 JOB CLASSIFICATIONS AND WAGE RATES

Section 23.1

Reference is made to Exhibit A covering job classifications and wage rates. By this reference, said Exhibit A becomes a part of this Agreement.

ARTICLE 24
EFFECTIVE DATE AND TERM

Section 24.1

This AGREEMENT shall be effective July 1, 2006 through June 30, 2008.

Section 24.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2008, unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2008 or by September 15 of any contract year thereafter.

Section 24.3

This AGREEMENT constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative this 22nd day of May, 2006.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, Affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS.

By: [Signature]

Title: Treasurer

By: Dale L. Walter

Title: Bus Rep.

CITY OF MARENGO

By: [Signature]

Title: Mayor

By: [Signature]

Title: City Administrator/Clerk

EXHIBIT A
STRAIGHT TIME HOURLY WAGE RATES

The straight time hourly wage rates will be as follows:

	EFFECTIVE DATE:	
	7/1/06	7/1/07
POLICE OFFICERS		
Beginning Rate, Not Academy certified	\$13.46	\$13.93
Beginning Rate at Academy certification	\$14.49	\$15.00
One year anniversary from date of hire	\$15.78	\$16.33
Assistant Chief	\$17.28	\$17.88
PUBLIC SERVICE		
Public Works Director	\$17.38	\$17.99
Assistant Public Works Director	\$15.18	\$15.71
Public Service Employees	\$13.30	\$13.77
Secretary	\$12.50	\$12.94
Utility/Billing Clerk	\$10.35	\$10.71

New hires shall start at 85% of scale until completion of 90 day probationary period, then they shall advance to scale pay.

SUPPLEMENTAL PAY

A. Longevity Pay

Section 1. Hourly paid employees shall receive the following longevity pay as set out in the schedule below:

Longevity Table

1.	2 to 5 years	-	\$.10 per hour over base wage
2.	6 to 10 years	-	\$.20 per hour over base wage
3.	11 to 15 years	-	\$.30 per hour over base wage
4.	16 to 20 years	-	\$.40 per hour over base wage
5.	21 to 25 years	-	\$.50 per hour over base wage

Section 2. Longevity pay shall be for the actual time worked for the Employer. However, if an employee is discharged for cause, all prior longevity would be lost if the employee were subsequently rehired by the Employer.

B. Court Time

If an officer is subpoenaed or required for court on a scheduled day off, the officer shall receive a minimum of two (2) hours pay.

C. City Council Meetings

Department heads or employees who are required to attend City Council meetings shall receive \$25.00 per Council meeting or their actual pay rate for the period of time that they spent at said meeting, whichever is greater.

D. Certification Pay

City shall pay 50¢ per hour per certification when the employee obtains the grade certification the city needs per D.N.R. permits. Such pay shall become part of the employees base pay.

It shall be the responsibility of the employee to notify the Employer when grades are achieved and to present satisfactory evidence thereof to the Employer.

E. Call Back

An employee called in will receive two (2) hours of pay at the applicable rate for all hours worked, whichever is greater.

LETTER OF UNDERSTANDING

THE CITY OF MARENGO, IOWA, and the CHAUFFEURS, TEAMSTERS and HELPERS, LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, do hereby agree as follows:

That Article 19.2 of the new union contract to be ratified August 8, 2006 does not apply to the position of Utility Billing Clerk and said Utility Billing Clerk shall not be covered by single or dependent health coverage.

Dated this 22nd ^{May} day of February, 2006.

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION NO. 238,
Affiliated with the
INTERNATIONAL BROTHERHOOD OF
Teamsters Local 238

By: Dary Dunham
Title: Sec Treasurer
By: Dale L. Walter
Title: Bus. Rep.

CITY OF MARENGO

By: Joe Sear
Title: MAYOR
By: Cal B. St.
Title: City Administrator/Clerk